



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 18, 2004

IN REPLY PLEASE
REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MYRRH STREET, ET AL.
CITY OF COMPTON-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 2
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1 Find that the project to resurface and reconstruct the deteriorated roadway pavement on Myrrh Street from Butler Avenue to Washington Avenue, Williams Avenue from McMillan Street to Rosecrans Avenue, and the alley east of Long Beach Boulevard from Josephine Court to Marcelle Street, which is jurisdictionally shared with the City of Compton, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of Compton for the project. The agreement provides for the County to perform the preliminary engineering at County expense and to administer the construction of the project with the City to contribute a fixed amount of \$90,000 toward the construction cost of the project, and the County to finance the cost in excess of this amount. The construction cost of the project is currently estimated to be \$380,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Compton and the County propose to resurface and reconstruct the deteriorated roadway pavement on Myrrh Street from Butler Avenue to Washington Avenue, Williams Avenue from McMillan Street to Rosecrans Avenue, and the alley east of Long Beach Boulevard from Josephine Court to Marcelle Street. The project, which is jurisdictionally shared with the City of Compton, also includes reconstruction of curb, gutter, sidewalk, and alley intersections, and construction of wheelchair ramps.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the aforementioned streets, residents of the City of Compton and unincorporated area who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The construction cost of the project cost is currently estimated to be \$380,000, with the City's share being \$90,000 and the County's share being \$290,000. Funding for this project is included in the Fiscal Year 2003-04 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering at County expense and administer the construction of the project, with the City to contribute a fixed amount of \$90,000 toward the construction cost and the County to finance the construction cost in excess of the City's fixed contribution.

The Honorable Board of Supervisors
March 18, 2004
Page 3

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act and Class 1(x) 9, 14, and 20 of the County Environmental Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed improvements are needed and of general County interest. The project is tentatively scheduled to be advertised for construction bids in May 2004.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

CJR:yr
C041254
P:\PDPUB\TEMP\PB&CNEW\BOARD LETTERS\Myrrh St Et Al (A).doc

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF COMPTON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Myrrh Street from Butler Avenue to Washington Avenue and Williams Avenue from McMillan Street to Rosecrans Avenue, and the alley east of Long Beach Boulevard from Josephine Court to Marcelle Street including the reconstruction of curb, gutter, sidewalk and alley intersections, and the construction of wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering at COUNTY expense and construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "CONSTRUCTION COST OF PROJECT" includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, signing, and striping for PROJECT as more fully set forth herein; and

WHEREAS, CITY is willing to contribute a fixed amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) toward CONSTRUCTION COST OF PROJECT; and

WHEREAS, COUNTY is willing to finance CONSTRUCTION COST OF PROJECT in excess of CITY'S fixed contribution; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00) with CITY'S share being Ninety Thousand and 00/100 Dollars (\$90,000.00) and COUNTY'S share being Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00).



NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. CONSTRUCTION COST OF PROJECT shall not include the cost of preliminary engineering.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

CITY AGREES:

- a. To contribute a fixed amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) toward CONSTRUCTION COST OF PROJECT.
- b. To deposit with COUNTY, after the execution of this agreement and upon demand by COUNTY, sufficient CITY funds to finance its fixed contribution of Ninety Thousand and 00/100 Dollars (\$90,000.00). Said demand will consist of a billing invoice prepared by COUNTY.

- c. To grant to COUNTY any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT at no cost to COUNTY to the extent not already provided by law.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering at COUNTY expense and construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance CONSTRUCTION COST OF PROJECT in excess of CITY'S fixed contribution of Ninety Thousand and 00/100 Dollars (\$90,000.00).
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

- e. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- b. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- c. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- d. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following

CITY:

Mr. Dante Segundo
City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220-3190

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. This AGREEMENT shall not take effect unless and until COUNTY, pursuant to Section 1700 of the Streets and Highways Code of the State of California, declares the portions of Williams Avenue from McMilian Street to Rosecrans Avenue and the alley east of Long Beach Boulevard from Josephine Court to Marcelle Street within CITY to be part of COUNTY System of Highways for the purpose of constructing the improvements described herein, and CITY, pursuant to Section 1701 of aforementioned Code, consents to said streets becoming part of COUNTY System of Highways for said purpose.
- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF COMPTON on _____, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Frank E. Sull
Deputy

CITY OF COMPTON

By M. T. Heriot
Mayor

ATTEST:

By [Signature]
City Clerk 2-18-04

APPROVED AS TO FORM

By [Signature] 2/2/04
City Attorney

